

SOLICITATION, OFFER, AND AWARD			1. Caption M Street, N.W. Cycle Track		Page of Pages 1 52		
2. Contract Number DCKA-2013-C-0143		3. Solicitation Number DCKA-2013-B-0143		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> COG <input type="checkbox"/> Emergency		5. Date Issued	
				6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Roadways and Highway 55 M Street SE, 7th Floor Washington, DC 20003				8. Address Offer to: District Department of Transportation Infrastructure Project Management Administration 55 M Street SE, 5th Floor Washington, DC 20003			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at		55 M Street, S.E. 4th Floor		until		2:00 p.m.	
				(Hour)		local time	
						25-Sep-13	
						(Date)	
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Vallarie Howard		B. Telephone (Area Code) 202 (Number) 671-2279 (Ext)		C. E-mail Address vallarie.howard@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	7	X	J	List of Attachments	
x	D	Packaging and Marking	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	10	X	K	Representations, certifications and other statements of offerors	
X	F	Deliveries or Performance	11				
X	G	Contract Administration Data	12				
X	H	Special Contract Requirements	17	X	L	Instructions, conditions & notices to offerors	
				X	M	Evaluation factors for award	
						52	
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
Government of the District of Columbia		Office of Contracting & Procurement					

SECTION B: CONSTRUCTION AND PRICE

- B.1** The Government of the District of Columbia (District), Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT), is seeking a Contractor to provide all labor, materials and equipment for the M Street Cycle Track Pavement Marking within the District of Columbia, in accordance with the specifications as stated in Section C of this solicitation.
- B.1.1** The District contemplates award of a firm-fixed price contract for the supplies specified in the Schedule. The quantities specified are actual.

B.2 PRICE SCHEDULE – FIRM FIXED PRICE

District Department of Transportation

PAGE: 3

SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: 2013B0143

PROJECT(S): N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
------------	---------------------	----------------------------------	-----------------------------	-----------------------------

SECTION 0001 PAVEMENT MARKINGS

0010	000104 Materials Special Item - EACH- DETECTABLE WARNING SURFACE	5.000 EACH	.	.
0020	000110 Materials Special Item - SF - RIDE-A-WAY OR SIMILAR PRODUCT	16675.000 SF	.	.
0030	000506 Unassigned Special Item -EACH - 4' BY 8' THERMOPLASTIC BICYCLE SYMBOLS	188.000 EACH	.	.
0040	206002 Structure Backfill	4.580 CY	.	.
0050	209002 Aggregate Base Course	29.310 CY	.	.
0060	402010 Superpave Surface Course, 9.5 mm 4.08 CUBIC YARDS	7.100 TON	.	.
0070	403002 Tack Coat	90.250 SY	.	.
0080	501010 Reinforced PCC Pavement, 12 Inch	11.470 SY	.	.
0090	501018 Extra Preformed Expansion Joint, 1/2 x 4 Inch	326.060 LF	.	.
0100	502002 PCC Base	21.940 CY	.	.

District Department of Transportation

PAGE: 4

SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: 2013B0143

PROJECT(S): N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0110	606002 Pavement Profiling (Milling)	86.840 SY	.	.
0120	608004 PCC Sidewalk, 4 Inch	11.770 SY	.	.
0130	609060 Furnish& Set 5"x12" Granite Straight Curb	285.650 LF	.	.
0140	609062 Furnish& Set 5"x12" Granite Circ. Curb, Radius Under 10 Ft.	6.130 LF	.	.
0150	609064 Furnish and Set 5"x12" Granite Circular Curb, Radius 10-100 Ft.	34.420 LF	.	.
0160	609068 Furnish and Set 8"x12" Granite Straight Curb	98.880 LF	.	.
0170	609070 Furnish and Set 8"x12" Granite Circular Curb, Radius Under 10 Ft.	4.330 LF	.	.
0180	616006 Remove Lane Markings	5400.000 SF	.	.
0190	616040 Thermoplastic Pavement Marking, 4 Inch	12600.000 LF	.	.
0200	616042 Thermoplastic Pavement Marking, 4 Inch Dash	3800.000 LF	.	.

District Department of Transportation

PAGE: 5

SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: 2013B0143

PROJECT(S): N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0210	616044 Thermoplastic Pavement Marking, 6 Inch	8106.000 LF	.	.
0220	616046 Thermoplastic Pavement Marking, 6 Inch Dash	3800.000 LF	.	.
0230	616050 Thermoplastic Pavement Marking, 12 Inch	2000.000 LF	.	.
0240	616050 Thermoplastic Pavement Marking, 12 Inch THIS ITEM IS FOR 575 LINEAR FEET OF 24 INCH PAVEMENT MARKING (575 TIMES 2).	1150.000 LF	.	.
0250	616052 Thermoplastic Pavement Letter	136.000 EACH	.	.
0260	616054 Thermoplastic Pavement Arrow	41.000 EACH	.	.
0270	620014 Traffic Sign Panels	313.000 SF	.	.
0280	620020 Delineators 28" WHITE RETROREFLECTIVE	383.000 EACH	.	.
0290	620022 METAL SIGN POST	12.000 LF	.	.
0300	620993 Traffic Signing Special Item - EACH - RELOCATE EXISTING SIGN	19.000 EACH	.	.

District Department of Transportation

PAGE: 6

SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: 2013B0143

PROJECT(S): N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0310	620993 Traffic Signing Special Item - EACH - RELOCATE EXISTING SIGN POLE	4.000 EACH	.	.
0320	620993 Traffic Signing Special Item - EACH - REMOVE EXISTING SIGN	134.000 EACH	.	.
0330	620993 Traffic Signing Special Item - EACH - REMOVE EXISTING SIGN POLE	8.000 EACH	.	.
0340 004	616042 Thermoplastic Pavement Marking, 4 Inch Dash	5575.000 LF	.	.
	SECTION 0001 TOTAL			.
	TOTAL BID			.

SECTION C: SCOPE/ SPECIFICATIONS/

C.1 SCOPE:

C.1.1 The contractor shall perform all work in accordance with the 2009 edition of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, the 2009 edition of the District of Columbia, Department of Transportation Design and Engineering Manual, and the 2009 edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices.

C.1.2 Work under this contract consists of the installation of the M Street NW cycle track between 14th and 28th Streets, NW. The Contractor will be provided with final engineering drawings prior to starting work. The contractor shall perform the following tasks:

- a. The eradication of existing thermoplastic roadway markings.
- b. The installation of new thermoplastic roadway markings.
- c. The installation of slip and skid resistant green paint in portions of the bicycle lane.
- d. The fabrication and installation of signs.
- e. The construction of a contra-flow curb at Rhode Island Avenue, NW.
- f. The construction of a bus median in the 2400 block of M Street, NW.

C.1.3 Applicable Documents

DOCUMENT TYPE	TITLE	DATE
DDOT Standards	Standard Specifications for Highways and Structures	2009
	Standard Drawings	2009
	Design and Engineering Manual	2009
Federal Regulations	Manual on Uniform Traffic Control Devices	2009

C.2 SPECIFICATIONS

The Contractor shall perform all work in accordance with the SCPs as modified in this Contract. Supplementations or modifications to, or substitutions for, SCP provisions applicable to individual Contract Line Item Numbers (CLINs) are set forth in this Section C and elsewhere in the IFB. If no supplementation, modification or substitution is stated in this Section or elsewhere in the IFB for a CLIN, Contractor will perform that CLIN in accordance with the applicable SCP provision identified in the Item Description for the CLIN and any other applicable terms of the Contract.

C.3 SURFACE MOUNT FLEXIBLE POST Item 616 047

C.3.1 GENERAL

Work includes furnishing and installing Surface Mount Flexible Posts on heavy duty base at locations as directed by the Engineer.

C.3.2 MATERIALS

- Davidson FG 300 UR surface mount channelizer posts or approved equivalent. The product shall be manufactured from a durable polyurethane polymer that provides very high tensile and elongation properties with superior resistance to tearing and puncture. The FG 300 UR is the "industry Workhorse" and can sustain numerous hits at high speeds. Minimum requirements include:
 - UR grade
 - 28" high
 - Post color – white
 - 3M high intensity grade reflective sheeting
 - 1.5 lb heavy duty base or invisible flush mount base, as directed by the Engineer
 - Conforms to MUTCD & NCHRP 350 standards

C.3.3 MEASURE & PAYMENT

The unit of measure for Surface Mount Flexible Post shall be each flexible post installed. Payment for Surface Mount Flexible Post will be made per contract unit price per Each which payment include all labor, equipment, material and incidentals necessary for installation of flexible post.

C.4 GREEN PAINT (COLORIZED COATING)

C.4.1 GENERAL

Work includes furnishing and installing a durable, colorized, slip resistant coating suitable for delineating the bike lanes. The material must be specifically designed for application onto asphalt or non-bituminous concrete surfaces such as Portland cement concrete. Material must have a balance of properties that will ensure adhesion and movement on flexible pavement, while providing excellent durability and color stability. Key properties include wear and crack resistance, color retention, adhesion, minimal water absorption and increased friction properties. A minimum of two coatings of green shall be applied as specified in the engineering drawings provided.

C.4.2 MATERIALS

- Flint Trading Ride-A-Way or approved equivalent.

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

The packing and marking requirements for the resultant contract shall be governed by Standard Specifications for Highway Structures, 2009.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS

The inspection and acceptance requirements for the resultant contract shall be governed by Standard Specifications for Highway Structures, 2009.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates award of a firm fixed-price contract. The contractor shall deliver all items in accordance with the terms and conditions of the contract.

F.2 PERIOD OF PERFORMANCE

The period of performance of the contract shall be Forty-Five (45) consecutive calendar days from the date of award.

F.3 FIRST SOURCE INSTRUCTION

The contractor shall submit any reports that are required pursuant to H.3.5 of the 51% District Resident New Hires Requirements and First Source Employment Agreement, to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor shall not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: Customer Care Division
2000 14th Street, N.W., 6th Floor
Telephone: (202) 671-2300

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 etseq., for the period beginning on the day after the required payment date and ending on the date on which payment

of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- G.6.1.1.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.1.1.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.1.1.3** the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.6.2.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- G.6.2.2.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Robert S. Ballard, Jr.
Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street, S.E., 7th Floor
Washington, D.C. 20003
202-671-2288

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

Name: Mike Goodno, Bicycle Program Specialist
Title: Policy and Planning Sustainability Administration
Agency: District Department of Transportation
Address: 55 M St., S.E., 5th floor
Telephone: 202-671-4684

G.9.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AN FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 etseq. (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

H.3.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.3.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

- H.3.3.1 Number of employees needed;
- H.3.3.2 Number of current employees transferred;
- H.3.3.3 Number of new job openings created;
- H.3.3.4 Number of job openings listed with DOES;
- H.3.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.3.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.3.3.6.1 Name;
 - H.3.3.6.2 Social Security number;
 - H.3.3.6.3 Job title;
 - H.3.3.6.4 Hire date;
 - H.3.3.6.5 Residence; and
 - H.3.3.6.6 Referral source for all new hires.
- H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:
 - H.3.5.1 Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
 - H.3.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - H.3.5.3 Material supporting a good faith effort to comply;
 - H.3.5.4 Referrals provided by DOES and other referral sources;
 - H.3.5.5 Advertisement of job openings listed with DOES and other referral sources; and
 - H.3.5.6 Any documentation supporting the waiver request pursuant to section
- H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:
 - H.3.6.1 A good faith effort to comply is demonstrated by the Contractor;
 - H.3.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- H.3.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- H.3.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.7.
- H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.
- H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**
- H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

H.7 WAY TO WORK AMENDMENT ACT OF 2006

H.7.1 Except as described in H.12. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.7.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.7.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.7.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

- H.7.7 The requirements of the Living Wage Act of 2006 do not apply to:
- H.7.7.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.7.7.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.7.7.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.7.7.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.7.7.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.7.7.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - H.7.7.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - H.7.7.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
 - H.7.7.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - H.7.7.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

- H.7.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 PROTEST

This Special Provision modifies Section 103.01 Article 8 of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009.

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

H.9 WORK AND STORAGE SPACE

This Special Provision modifies Section 103.01 Article 17B of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009.

No work and storage area is being designated. The Contractor shall be fully responsible for seeking necessary space and undergoing all required negotiations with property owners to secure its use and for restoring the area to a condition equivalent to that existing prior to construction.

The Contractor is advised that there is no space on the streets right-of-way in this contract for the stockpiling of excavated materials and/or fill materials brought into the site. The Contractor must make provisions for off-site areas for said stockpiling.

The Contractor shall not utilize H Street and adjacent streets parking spaces reserved for residents and customers of H Street merchants. The Contractor shall arrange for additional employee parking at his own responsibility and at no additional expense to the District.

H.10 COORDINATION WITH OTHERS

This Special Provision modifies Section 103.01, Article 18 of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009.

The Contractor is alerted to the fact that other contracts have been or may be let for work near the project area. These contracts may be associated with this project, or they could be different in scope.

The Contractor shall coordinate his work and cooperate fully with all others in order to eliminate or curtail delays and interference of any kind. Particular attention shall be paid to the proper maintenance of highway traffic through the project area. The Contractor shall perform his lane closings and reopening so as not to cause interference with others, or conflict with traffic maintenance by others.

H.11. MAINTENANCE OF TRAFFIC

H.11.1 TRAFFIC FLOW RESTRICTIONS - The actual duration of construction at each work site shall be minimized to reduce exposure to potential hazards. The Contractor's operation shall present no interference to traffic during the peak traffic hours of 5:00 A.M. to 9:30 A.M. and 3:00 P.M. to 7:00 P.M., Monday thru Friday, except holidays. The Contractor may occupy one 10 foot lane adjacent to the construction site during the off peak hours and on weekends from 8:00 P.M. Friday to 5:00 A.M. Monday morning. Weekend work and work outside the above hours requires prior approval by DDOT.

H.11.1.1 When working on entrance or exit ramps of the Freeway system, the contractor shall maintain a minimum of one 11 foot lane for ramp traffic and, wherever possible, shall not work on the traveled portion of the ramp.

H.11.2 TRAFFIC CONTROLS - The Contractor shall submit to the Engineer for approval, a traffic control plan or may submit typicals from the MUTCD that are applicable to perform the work prior to starting any construction. The plan shall include but not be limited to, the arrangement, size and location of such items as appropriate warning signs, traffic cones, and arrow panels. These traffic control devices shall conform to the most recent version of the MUTCD and requirements in the District of Columbia Standard Specifications for Highways and Structures, 2009. The Contractor shall be responsible for furnishing, installing, maintaining and removing all required traffic control devices during working and non-working hours. All devices shall be in new or like new condition.

H.11.3 LANE CLOSURES - When closing a lane, the Contractor shall furnish, install and maintain the necessary signs, channelizing drums, cones, and arrow panels, to

affect the lane closure as outlined in paragraph 104.02 C (4) of the Standard Specifications and these Special Provisions. All flashing arrow panels for lane closures shall be Type “C” trailer mount or Type “B” truck mounted units and be of a noiseless type power source.

H.11.3.1 **All road closures require a detour** directing motorist back on to the road they were detoured from. Double lane closures and or road closures require prior approval from the Engineer.

H.11.3.1.2 **Note:** Channelizing drums may be required for nighttime operations.

H.11.4 **FLAGGERS** - The Contractor shall furnish all necessary flaggers that may be required during the course of construction activities. It is the responsibility of the Contractor, utilities and agencies to ensure that flagging is administered by trained personnel. They shall be equipped with safety vests, 24” stop/slow paddles and helmets as per section 6E-7 of the MUTCD

H.11.5 **TRAFFIC CONTROL DEVICES** - Approved warning signs, channelizing drums, 36” cones, arrow panels, etc. shall be provided to insure motorists of positive guidance in advance of and through the work zone. Erection of regulatory signs such as stop, speed limit and no parking signs must be specifically authorized. Advance Warning signs shall be 48” x 48” in size and the face sheeting shall be Fluorescent Orange High Performance Wide Angle Retroreflective material or equal. Roll-up signs are approved however they also must be 48” x 48” in size and of the same Orange Fluorescent material. **Note: Mesh roll-up signs are not approved.** Sign Supports shall be of a spring loaded type or equivalent. Tripod or A-frame sign stands are not approved.

H.11.5.1 The temporary signs and markings placed in or adjacent to the work zone shall be consistent and visible at all times. The existing signs and markings may be covered and/or removed temporarily if the intended functions of these signs and markings will not be applicable during construction. However, they shall be replaced promptly when work is completed. All temporary signs no longer

H.11.5.2 applicable to the work zone shall be removed or turned away from traffic. The Contractor shall document all existing pavement markings and signage that is removed due to their work. The Contractor shall place temporary pavement markings at the end of each workday. DDOT shall approve all temporary and permanent markings.

H.11.6 **NIGHT WORK AND WEEKEND WORK - Night work and weekend work require prior approval by the Engineer.** During nighttime hours, the work site shall be made safe for traffic and warning shall be provided by installing electronically illuminated traffic control devices such as Flashing Arrow Panels and warning lights. These devices shall be used in conjunction with other traffic control devices, and their flashing sequence and light intensity shall meet the

requirements cited in the MUTCD. All traffic control devices shall be reflectorized during nighttime hours.

H.11.7 TRAFFIC SAFETY OFFICER - The Contractor shall provide a competent, full time, Traffic Safety Officer in accordance with the requirements of 616.02(B)(1).

H.11.8 PEDESTRIAN SAFETY - The Contractor shall provide Pedestrians with a 6' walkway (min 4'). This walkway should be safe, convenient and replicate as nearly as possible the most desirable characteristics of sidewalks or footpaths. Pedestrians should not be led into direct conflict with the work site operations or mainline traffic moving through or around the work site. All pedestrians including blind, hearing impaired and physically challenged need protection. All necessary signs and supports for closing sidewalks and detouring pedestrians shall be the contractor responsibility. Temporary ramps and or protective walkways are also the responsibility of the contractor.

H.11.8.1 Only concrete barriers or water filled barriers shall be used to delineate pedestrian traffic. Traffic control devices such as cones or drums shall be approved by the Engineer for use to guide or protect pedestrians from traffic.

H.11.9 FAILURE TO MAINTAIN ENTIRE PROJECT - Failure on the part of the Contractor, at any time, to respond to the provisions of 104.02 and Section 616, will result in the Engineer immediately notifying the Contractor to comply with required maintenance provisions. In the event that the Contractor fails to proceed with corrections to unsatisfactory maintenance so as to conform to the provisions of 104.02 and Section 616 within 4 hours after receipt of such notice, the Engineer may notify the Contractor to suspend all other work on the contract until such time that the unsatisfactory maintenance is corrected. In the event that the Contractor fails to respond to a notice of unsatisfactory maintenance within 4 hours after receipt of such notice, the Engineer will immediately proceed with adequate forces and equipment to maintain the project and the entire cost of this maintenance will be deducted from monies due the Contractor on the next monthly estimate.

H.11.9.1 An appropriate deduction will be made from the Contractor's next Progress Estimate for each day, or portion thereof, that Maintenance of Traffic deficiencies exist and will continue until the deficiencies are corrected and accepted by the Engineer. Any portion of a day will be considered a full day deduction. The deduction will be equal to a pro rata share of the Contractor's lump sum price bid for Maintenance of Traffic or \$200.00 per day, whichever is more. The amount prorated will be the per diem amount established by using the Calendar Days (based upon Calendar Dates when required) divided into the total value of the bid item. The amount of monies deducted will be a permanent deduction and will not be recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

H.11.9.2 In the event that sufficient funds are not available under the lump sum bid item for Maintenance of Traffic (104.02) the funds will be deducted from the contract value.

H.11.10 MEASURE & PAYMENT - The unit of measure will be that as required for the following pay item, which will constitute a one-time payment of the Maintenance of Traffic. This payment is based on the submission and approval of Traffic Control Plan(s) that will be employed throughout the city. No direct measure will be taken for a lane closure. The Contractor shall distribute this cost throughout the other contract pay items.

H.11.11 Payment for all traffic control devices such as flashing arrow panels, channelizing drums, cones, construction warning signs, detour signs, sign supports, pedestrian control signs, temporary pavement markings, orange flags, warning lights, barricades, concrete and portable barriers, delineators, attenuators and all other materials, tools, labor and equipment necessary to complete that item of work will Specifications, or other specifications which would be applicable to the particular item and result in no additional cost to the District nor additional contract time. The Contractor shall submit the proposal for an equivalent item for the District's review immediately after bids have been opened in order that approval or rejection can be determined.

H.12 PROJECT SECURITY

This Special Provision modifies Section 107.15 of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009.

The Contractor shall be responsible for adequate protection of the entire project site during the performance of this contract. The Contractor shall be responsible, on a 24-hour basis, for necessary protection to prevent all vandalism to or theft of materials, equipment in use, and completed work on the project site.

No direct measure or payment will be made. Cost of Project Security shall reflect and distribute among the various Pay Items (CLINs).

H.13 CONSTRUCTION SCHEDULING

This Special Provision supplements Section 108.03 of District of Columbia Department of Transportation Standard Specification for Highways and Structures 2009.

H.13.1 CRITICAL PATH METHOD (CPM) REQUIRED

The Contractor shall produce and submit a progress schedule, based on the Critical Path Method (CPM) of scheduling, to the COTR for approval before

commencing any work and shall not commence site work on pay items until the COTR approves the schedule.

H.13.2 SYSTEM REQUIREMENTS

The Contractor shall submit a construction schedule at least seven (7) calendar days prior to the start of construction. CPM computer software shall be Microsoft Project 2000 or latest version. A 3-½ inch diskette or CD-ROM shall be provided with each submittal.

H.13.3 ORDER OF WORK

The Contractor shall schedule his/her construction work so that the requirements of MAINTENANCE OF HIGHWAY TRAFFIC are satisfied. Scheduling shall include ordering of materials, preparation of shop and working drawings, and all other work as indicated in the contract documents and as directed by the COTR.

H.14 CONSTRUCTION COMPLETION TIME

This Special Provision modifies Section 108.06(A) of District of Columbia Department of Transportation Standard Specification for Highways and Structures, 2009.

The Contractor shall start work on the date specified in a written Notice to Proceed issued by the Contracting Officer and complete the work within 45 forty-five (45) consecutive calendar days after specified starting date.

H.15 FAILURE TO COMPLETE ON TIME

This Special Provision supplements Section 108 of the District of Columbia Department of Transportation Standard Specification for Highways and Structures 2009.

The Contractor shall pay to the District of Columbia the sum of **\$650.00** as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth subject to Article 5, Termination-Delays of the General Provisions of the SCPs (103.01).

In the event the District terminates for default the Contractor's right to proceed with the work, liquidated damages will continue to accrue until the work is completed and accepted. These liquidated damages are in addition to excess costs of re-procurement.

H.16 SUBCONTRACTING

This Special Provision modifies Section 108.01 of the District of Columbia

Department of Transportation Standard Specifications for Highways and Structures 2009.

The subcontractor approval request form included in Section J.1 should be used to request approval of subcontractors on this project. The form should be completed for each subcontractor requested for approval and submitted to:

**Attention: Chief Contracting Officer
Department of Transportation
55 M Street, S.E., 7th Floor
Washington, D.C. 20003**

H.17 SAFETY AND ACCIDENT PREVENTION:

In performing any work under this contract on premises which are under direct control of any participating District Agency, the Contractor shall conform to all safety practices and requirements as set forth in the Safety Standard, Rules and Regulations Journal published by the District of Columbia and enforced by the Minimum Wage and Industrial Safety Board. In addition, the Contractor shall conform with Departmental Orders, Bulletins and/or Memoranda issued by the Department of Safety Officer. For copies of the relevant documents and incident report forms, contact:

Natalie Jones-Best, Risk Manager, DDOT
(202) 671-2403
Department of Transportation
55 M Street, S.E., 7th Floor
Washington, D.C. 20003

The Contractor shall agree to take all reasonable steps and precautions to prevent accidents and reserve the health and welfare of Contractor and departmental employees while in performance of their duties. The Contractor shall promptly correct any violations of a law standard, rule or regulations when notified in writing by the Safety Officer. The Contractor shall submit the incident report form in accordance with the requirements of the Department Safety Officer that may be in effect as of the time of any injury.

H.18 SUBCONTRACTING REQUIREMENTS

H.18.1 Mandatory Subcontracting Requirements

- H.18.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

- H.18.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.18.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.18.1.1 and H.18.1.2.

H.18.2 **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.18.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.18.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.18.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.18.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.18.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.18.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.18.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

- H.18.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.18.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.18.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.18.3 **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.18.3.1.1 The dollar amount of the contract or procurement;
- H.18.3.1.2 A brief description of the goods procured or the services contracted for;
- H.18.3.1.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.18.3.1.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.18.3.1.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.18.3.1.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.18.3.1.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.18.4 **Subcontractor Standards**
- H.18.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.18.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.18.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.18.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.18.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

19. POST AWARD CONFERENCE

A Post Award conference with the Contractor is required. The COTR shall schedule the conference within 15 days after the date of contract award. The conference shall be held at District Department of Transportation, Infrastructure Project Management Administration, 55 M Street, S.E., 5th Floor, Washington, D.C.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

NA

I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES

The Standard Specifications for Highways and Structures (SSHS), dated 2009, are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SSHS go to www.ddot.dc.gov, click on Engineering/Construction/Standards under the heading “Information”, then click on Standard Specifications for Highways and Structures.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.4 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.5 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.6 RIGHTS IN DATA

I.6.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related

performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.6.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights

in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.6.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.8 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall

specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.9.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.9.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.9.3 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employers' Liability Insurance. The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to employers' liability insurance policy.

- I.9.4 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000.00 per occurrence, including the District of Columbia as additional insured.
- I.9.5 Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the District of Columbia as the loss payee on the policy, as its interests may appear. A waiver of subrogation in favor of the District of Columbia shall be included.
- I.9.6 Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$500,000 aggregate.
- I.9.7 Railroad Protective Liability Insurance. [If any services provided under or pursuant to this contract involve Contractor doing work near any railroad right-of-way (within 50 feet of a railroad (Metro, Amtrak, MARC, CSX)]Contractor shall provide Railroad Protective Liability insurance which shall name the applicable railroad(s) as first Insured and the District as an Additional Insured with limits of not less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate or such other limits as may be required by the railroad(s), whichever are higher, and written on a combined bodily injury/property damage basis including coverage for physical damage to the railroad's property.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not

limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Robert S. Ballard, Jr., Chief Contracting Officer
District Department of Transportation
55 M Street SE 7th Floor
Washington DC 20003

I.10 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Contractor's Best and Final Offer
- (4) Standard Contract Provisions
- (5) Contract attachments other than the Standard Contract Provisions

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.13 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by and constructed in accordance with, the laws of the District of Columbia.

I.14 LABOR PROVISIONS AND DEPARTMENT OF LABOR WAGE DETERMINATIONS

In accordance with the applicable provision of 29 CFR, Part 1, which requires that the correct wage determination and the appropriate wage rates therein, is incorporated into this contract, General Wage Decision No. DC12001, Modification No. 12, dated 08-23-13 is attached as Section J.6 and contains the specific applicable wage rates which are:

PAVING AND INCIDENTAL GRADING RATES

Further, as set forth in 29 CFR, Part 1, Section 1.6 (c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening and modifications (or new wage decision) will be made a part of this contract by modification to the Contract. The Contractor shall be reimbursed for any added labor cost monthly upon submission of sufficient documentation with his/her monthly request for payment. Attachment J.2 replaces Section 103.02A, 103.02B and 103.02C of the Standard Specifications for Highways and Structures 2009. The contractor must adhere to the labor provisions in Attachment J.2, Required Labor Contract Provisions.

I.15 BID GUARANTY:

This Special Provision modifies Section 102, Article 12.A of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures, 2009 and subsequent revisions.

The bid guaranty period shall be ninety (90) **calendar days** after bid opening. An Irrevocable Letter of Credit or United States government securities that are assigned to the District which pledge the full faith and credit of the United States are acceptable.

I.16 CONTRACTOR IDENTIFICATION

This Special Provision supplements 102 of the Standard Specifications.

All Contractors doing business with the District of Columbia Government shall have a Federal Identification Number.

Please refer any question regarding the matter to the Office of the Controller (202) 671-2300 of the DC Department of Transportation.

I.17 DDOT TITLE VI ASSURANCE

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

I.17.1 Compliance with Regulations

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

I.17.2 Non-Discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

I.17.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

I.17.4 Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

I.17.5 Sanctions for Non-Compliance

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

I.17.6 Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION J: LIST OF ATTACHMENTS

- J.1** Subcontractor Approval Request Form **(1 Page)**
- J.2** Required Labor Contract Provisions **(15 Pages)**
- J.3** Equal Employment Opportunity/Affirmative Action Requirements **(2 Pages)**
- J.4** Monthly Employment Utilization Report **(2 Pages)**
- J.5** Equal Employment Opportunity – Employer Information Report **(6 Pages)**
- J.6** General Decision Number DC120001, Modification No. 10 dated 07/06/2012 **(12 Pages)**
- J.7** First Source Employment Agreement **(9 Pages)**
- J.8** Living Wage Act of 2006 Fact Sheet**(2 Pages)**
- J.9** Living Wage Act of 2006 **(1 Page)**

**SECTION K: REPRESENTATION, CERTIFICATIONS AND OTHER
STATEMENTS OF BIDDERS**

Bidder/Offeror Certifications

Available at www.ocp.dc.gov click on “Solicitation Attachments”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends, but is not obligated, to award multiple contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA-2013-B-0143 (*as specified in Section A.3*)"
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on _____.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.6.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

L.6.1.2 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

Office of Contracting and Procurement
Bid Room
55 M Street, S.E.
4th Floor
Washington, D. C. 20003

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than (seven) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (seven) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 PRE-BID CONFERENCE

L.10.1 A pre-bid conference will be scheduled via addendum.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.13 SIGNING OF BIDS

L.13.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Robert S. Ballard, Jr., Chief, Contracting Officer
District Department of Transportation
55 M Street SE 7th Floor
Washington DC 20003
202-671-2287; robert.ballard@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.18.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.18.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

- L.18.3 **CONTRACTOR’S RESPONSIBILITY** -- The Contractor shall submit title, bill of sale and/or lease agreements for the vehicles and current employee payroll records indicating the names of the employees to be used on this contract.
- L.18.4 **PERMITS, LICENSES AND SPECIFICATIONS** -- Bidders must certify that they are now and shall at all times during the period of this contract, observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations and specifications, where applicable, in any manner affecting compliance with the terms and conditions of this contract.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.1.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

- M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

- M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
- M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

- M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.